

AMENDMENT AGREEMENT NO. 3

APR 9 1976 1 25 PM

INTERSTATE COMMERCE COMMISSION

Amendment Agreement No. 3 dated as of March 14, 1976 between Seattle-First National Bank ("Lessor"), a national banking association, as Trustee under a Trust Agreement dated as of May 1, 1975 with The Fifth Third Leasing Company, Union Trust Company of the District of Columbia, Seattle-First National Bank (The "Trustors") and National Railroad Passenger Corporation ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Lease dated as of June 1, 1975 ("Lease");

WHEREAS, Lessor and Lessee desire to amend the Lease to extend Lessee's option to purchase the Equipment (as defined in Section 1.1 of the Lease);

WHEREAS, each Trustor has waived the making of a written request to the Lessor pursuant to Section 8.01 of the Trust Agreement and has consented to the execution of this Amendment Agreement No. 3 by the Lessor.

NOW, THEREFORE, in consideration of the agreements herein contained, the parties agree as follows:

- (1) in the proviso to Section 3 of the Lease the words "the Term Lease Commencement Date" shall be deleted and the words "April 15, 1976" shall be inserted in lieu thereof.
- (2) Delete the language in clause (B) of Section 22.1(a) of the Lease and insert in lieu thereof the following:

an amount equal to .011234521 percent of the Acquisition Cost of each Unit of Equipment subject to this Lease for each day elapsed from the term Lease Commencement Date or the Closing Date therefor (whichever date is later for a Unit of Equipment), to the date of the payment of the option price hereunder or April 15, 1976, whichever is earlier.

- (3) Delete the last sentence of Section 22.1(a) of the Lease and insert in lieu thereof the following:

The option price payable hereunder shall be due and payable on April 15, 1976.

- (4) This Amendment Agreement No. 3 may be executed in counterparts each of which so executed shall be deemed an original and each such counterparts shall constitute but one and the same instrument. Except as amended hereby, the Lease and prior amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 3 to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed.

ATTEST:



Authorized Officer

(Corporate Seal)

SEATTLE-FIRST NATIONAL BANK, a
national banking association
Trustee

By 

Vice President

ATTEST:

NATIONAL RAILROAD PASSENGER
CORPORATION

Authorized Officer

(Corporate Seal)

By _____
Authorized Officer

STATE OF WASHINGTON,)
) ss.:
COUNTY OF KING.)

On this 13 day of March, 1976, before me personally appeared David L. Service, to me personally known, who, being by me duly sworn, says that he is a Vice President of Seattle-First National Bank, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Eugenia M. Jattman
Notary Public
My Commission Expires: 11/10/77

[Seal]

CITY OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA.)

On this ____ day of _____, 197__, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a _____ of National Railroad Passenger Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of the its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public
My Commission Expires:

[Seal]

APPROVAL OF THE ADMINISTRATOR

The Federal Railroad Administrator on behalf of the Department of Transportation of the United States of America does hereby approve the foregoing Amendment Agreement No. 3 in accordance with Section 24.1 of the Equipment Lease dated as of June 1, 1975 between Seattle-First National Bank, N.A., as Trustee, and National Railroad Passenger Corporation.

FEDERAL RAILROAD ADMINISTRATOR

By _____

WITNESS:

By _____

CONSENT AND ACKNOWLEDGEMENT

The undersigned hereby consents to and acknowledges the foregoing Amendment Agreement No. 3.

FEDERAL FINANCING BANK

By _____

ATTEST:

AMENDMENT AGREEMENT NO. 3

Amendment Agreement No. 3 dated as of March 14, 1976 between Seattle-First National Bank ("Lessor"), a national banking association, as Trustee under a Trust Agreement dated as of May 1, 1975 with The Fifth Third Leasing Company, Union Trust Company of the District of Columbia, Seattle-First National Bank (The "Trustors") and National Railroad Passenger Corporation ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Lease dated as of June 1, 1975 ("Lease");

WHEREAS, Lessor and Lessee desire to amend the Lease to extend Lessee's option to purchase the Equipment (as defined in Section 1.1 of the Lease);

WHEREAS, each Trustor has waived the making of a written request to the Lessor pursuant to Section 8.01 of the Trust Agreement and has consented to the execution of this Amendment Agreement No. 3 by the Lessor.

NOW, THEREFORE, in consideration of the agreements herein contained, the parties agree as follows:

- (1) in the proviso to Section 3 of the Lease the words "the Term Lease Commencement Date" shall be deleted and the words "April 15, 1976" shall be inserted in lieu thereof.
- (2) Delete the language in clause (B) of Section 22.1(a) of the Lease and insert in lieu thereof the following:

an amount equal to .011234521 percent of the Acquisition Cost of each Unit of Equipment subject to this Lease for each day elapsed from the term Lease Commencement Date or the Closing Date therefor (whichever date is later for a Unit of Equipment), to the date of the payment of the option price hereunder or April 15, 1976, whichever is earlier.

- (3) Delete the last sentence of Section 22.1(a) of the Lease and insert in lieu thereof the following:

The option price payable hereunder shall be due and payable on April 15, 1976.

- (4) This Amendment Agreement No. 3 may be executed in counterparts each of which so executed shall be deemed an original and each such counterparts shall constitute but one and the same instrument. Except as amended hereby, the Lease and prior amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 3 to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed.

ATTEST:

SEATTLE-FIRST NATIONAL BANK, a
national banking association
Trustee

Authorized Officer

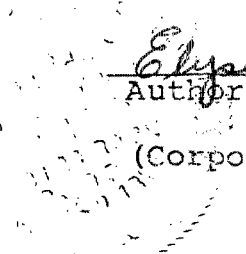
(Corporate Seal)

By _____

Vice President

ATTEST:

NATIONAL RAILROAD PASSENGER
CORPORATION


Elyse J. Warden
Authorized Officer

(Corporate Seal)

By David X. Bryan

Authorized Officer

STATE OF WASHINGTON,)
) ss.:
COUNTY OF KING .)

On this _____ day of _____, 197____, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of Seattle-First National Bank, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public
My Commission Expires:

[Seal]

CITY OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA.)

On this 8 day of APRIL, 1976, before me personally appeared DON R. BRAZIER, to me personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT - FINANCE of National Railroad Passenger Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of the its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Richard E. Dwyer Jr.

Notary Public
My Commission Expires:

My Commission Expires September 30, 1980

[Seal]

APPROVAL OF THE ADMINISTRATOR

The Federal Railroad Administrator on behalf of the Department of Transportation of the United States of America does hereby approve the foregoing Amendment Agreement No. 3 in accordance with Section 24.1 of the Equipment Lease dated as of June 1, 1975 between Seattle-First National Bank, N.A., as Trustee, and National Railroad Passenger Corporation.

FEDERAL RAILROAD ADMINISTRATOR

By Asaph A. Hall

WITNESS:

Christopher S. Moffitt
Counsel, FRA

CONSENT AND ACKNOWLEDGEMENT

The undersigned hereby consents to and acknowledges the foregoing Amendment Agreement No. 3.

FEDERAL FINANCING BANK

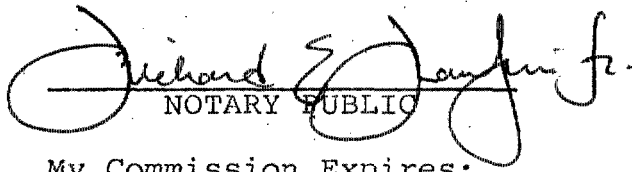
By Rep. M. Jones

ATTEST:

Richard H. [Signature]

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On this 8th day of April, 1976, before me personally appeared Ralph M. Forbes, to me personally known, who being by me duly sworn, says that he is an authorized officer of FEDERAL FINANCING BANK; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


NOTARY PUBLIC

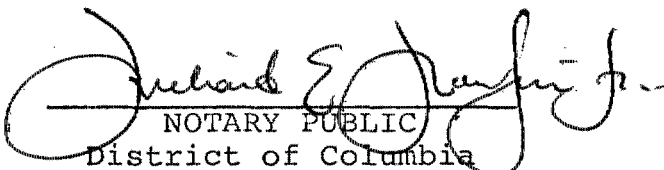
My Commission Expires:

[Seal]

My Commission Expires September 30, 1980

STATE OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On this 8th day of April, 1976, before me personally appeared Asaph H. Hall, to me personally known, who being by me duly sworn, says that he is the Administrator of the Federal Railroad Administration; that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.


NOTARY PUBLIC
District of Columbia

My Commission Expires:

[Seal]

My Commission Expires September 30, 1980